

Under the Manitoba statute such agreements are expressly authorized.

In any view of the matter the sections of R.S.O. c. 174, above referred to, are in their present shape open to doubt, and it is to be hoped that before the statute is again revised the law on the subject may be more clearly and definitely expressed.

EX PARTE AND CONSENT APPLICATIONS.

In the case of *Conway v. Fenton*, 40 Ch. D. 518, Kekewich, J., remarked, "I know nothing which requires more careful exercise of judicial power than the deciding on, or granting applications, when there is no real argument; the consent business of the Court being according to my experience, as a rule even more difficult than the contentious business."

What the learned judge there said concerning consent business, is even more true regarding much business which is taken *ex parte*, either where no person is notified, or, being notified fails to attend. But when we sit in the Weekly Courts in Toronto and elsewhere in Ontario and watch how business is there transacted, we are sometimes tempted to wonder whether the presiding judge is always conscious of the difficulty and importance of what he is doing. In mere matters of procedure, much harm may not be done by the slap-dash methods which often prevail; but where a judge is asked to construe wills, or make other orders affecting the substantial rights of parties, we fear there is not now, as there used to be, that solicitous investigation by the judge to see that all proper persons have been duly and properly notified, or that the order asked for is intrinsically right, and proper to be made in the circumstances. We also sometimes wonder whether the part which counsel play in such matters is always quite consistent with their duty to the Court.

It is needless to say that it is no part of the duty of counsel to get orders made which ought not to be made. It is no part